

AMENDMENT NUMBER ONE TO CONTRACT FOR SALE

This Amendment Number One to Contract For Sale (the "Amendment") is entered into to be effective as of the _____ day of April, 2001, by and between TAC Realty, Inc., a Texas corporation ("Seller") and The City of College Station, Texas, a municipal corporation and home-rule city of the State of Texas situated in Brazos County, acting by and through its governing body, the City Council ("Buyer").

RECITALS

A. Seller and Buyer have heretofore entered into that certain Contract for Sale dated effective October 26, 2000 (the "Earnest Money Contract"), in which Seller agreed to sell and Buyer agreed to buy that certain real property described in Exhibit "A", attached hereto and made a part hereof for all purposes, located in the City of College Station, Brazos County, Texas (the "Property");

B. Buyer and Seller have agreed to amend the Earnest Money Contract in certain respects, upon and subject to the terms and provisions of this Amendment.

AGREEMENTS

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all of the parties hereto, the parties hereto agree as follows:

1. The foregoing recitals are incorporated herein for all purposes. Capitalized terms used herein and not otherwise defined or modified herein shall have the meanings ascribed to such terms in the Earnest Money Contract.

2. The term "Review Period" as defined and referenced in Section 4(d) of the Earnest Money Contract is hereby extended by an additional one hundred eighty (180) days. The Review Period, as extended pursuant to the immediately preceding sentence, shall expire at 11:59 p.m. on October 22, 2001. Buyer shall have no further right or option to extend the Review Period.

3. Except as hereby amended, the Earnest Money Contract shall continue in full force and effect and is hereby ratified and affirmed and shall continue in full force and effect in accordance with its terms.

4. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute but one and the same instrument. All signatures need not appear on the same counterpart. Signed counterparts of this Amendment transmitted by facsimile shall have the same force and effect as originals.

5. This Amendment shall be binding upon and inure to the benefit of Buyer and Seller and their respective successors, legal representatives and permitted assigns.

EXECUTED to be effective as of the date first written above.

SELLER:

TAC REALTY, INC., a Texas corporation

By: 

Name: William C. Atkinson

Title: President

BUYER:

THE CITY OF COLLEGE STATION, TEXAS

By: _____

Name: Lynn McIlhaney

Title: Mayor


ATTEST:

Connie Hooks, City Secretary

APPROVED:

Tom Brymer, City Manager

Charles Cryan, Director of Finance



Harvey Cargill, Jr., City Attorney

EXHIBIT "A"

(Legal Description of Land)

Being 10 acres of real property in Brazos County, Texas, which is depicted on Schedule I, attached hereto and made a part hereof. Such real property is located near the southeast corner of the intersection of University Drive (FM 60) and Copperfield Drive.

SCHEDULE I

This Schedule I shall be mutually agreed upon in writing by Seller and Purchaser.